

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAME COMMISSION
BUREAU OF WILDLIFE HABITAT MANAGEMENT

FORESTRY DIVISION

2024-2025

DEER DETERRENT FENCE INSTALLATION PROJECT

North Central Region

Package D

CONTRACT SPECIFICATIONS

GENERAL SPECIFICATIONS

I. SCOPE OF WORK:

- A. The Pennsylvania Game Commission, Bureau of Wildlife Habitat Management, Forestry Division, requires woven wire deer enclosure fence installation. Services shall include, but not be limited to, the furnishing of all labor, superintendence, material, tools and equipment for the installation of Woven Wire Deer Enclosure Fence as per attached Installation Specifications.
- B. Any technical aspects of this bid, including order of fence construction should be directed to the appropriate Regional Forester as identified below. Administrative aspects of this bid should be directed to:

Paul S. Weiss
Chief, Forestry Division
Pennsylvania Game Commission
Bureau of Wildlife Habitat Management
2001 Elmerton Avenue
Harrisburg, PA 17110-9797
717-787-4250 (ext: 72039)
Fax 717-787-6957

II. CONTRACT TASKS:

- A. Project Location(s):
 - 1) Approximately **25,411 linear feet** of perimeter on several blocks of State Game Lands as identified on the attached maps.
 - 2) Counties Involved: Clinton and Lycoming
- B. Contractor shall comply with Attachment I, Fence Installation Specifications.

III. SITE INSPECTION AND ASSISTANCE:

An optional site inspection tour for each fence location may be conducted by contacting the Regional Forester to make an appointment:

North Central Region
Gary Glick, Regional Forester
1566 S Route 44 HWY
Jersey Shore, PA 17740
570-398-4744

IV. CONTRACT REQUIREMENTS:

- A. The contractor agrees to comply with specifications in all attachments.

V. INSURANCE REQUIREMENTS:

- A. The contractor will provide Workmen’s Compensation insurance sufficient to cover all the employees of contractor working to fulfill this contract.
- B. Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the Commonwealth and the contractor from claims arising out of the performance of the contract. The amount of bodily injury insurance shall not be less than \$300,000.00 for injury to or death of persons per occurrence. The amount of Property Damage Insurance shall not be less than \$300,000.00 per occurrence.
Such policies shall name the Commonwealth as an additional insured. Prior to the commencement of work under this contract, the contractor must provide the Commonwealth with current Certificates of Insurance. These Certificates shall contain a provision that coverage’s afforded under the policy shall not be canceled or changed until at least thirty (30) days prior written notice has been given to the Commonwealth.

VI. HOLD HARMLESS:

- A. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by the contractor.

VII. BIDDING:

- A. **RECEIVING AND OPENING BIDS** - The bid shall be awarded on a ***line item basis***. Bids must be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us Faxed bids and mailed bids will NOT be accepted. Bids will be publicly opened on **March 19, 2024 at 2:00 PM.**, at the Pennsylvania Game Commission, 2001 Elmerton Ave., Harrisburg, PA 17110-9797.
The ***price per linear foot of fencing*** shall include all labor, equipment, tools, insurance, materials disposal and all items necessary for the completion of the project.
Prices bid shall be in dollar and cents only.
- B. **BID RESULTS** - Bidders can obtain results at www.emarketplace.state.pa.us/bidtabs.aspx
The posted results will contain the information of the apparent bidders, and all bids are under review until final award of the purchase order.
Quantities herein are only estimates and may increase or decrease dependent upon the needs of the Commission. Operator shall be paid at the unit price bid for actual services performed.
The Commission reserves the right to reject any or all bids and award contracts as it determines to be in the best interest of the Commission.
Bidder may bid on all location sites; however, bid will be awarded on a line item basis as identified below.

VIII. PERFORMANCE SECURITY:

- A. As further guarantee of faithful performance of the conditions set forth in this contract, the Contractor hereby agrees to furnish the Commission with Certified Check, Savings Account, Irrevocable Letter of Credit, or other security acceptable to the Pennsylvania Game Commission, in the sum of **\$5,000.00 per Line Item**.

ANY SECURITY POSTED MUST HAVE AN **EXPIRATION DATE A MINIMUM OF ONE YEAR BEYOND THE EXPIRATION DATE OF THE CONTRACT.**

- B. Performance Security is due no later than 30 days after written notice of the bid award. Time is of the essence with regard to the provision of Performance Security. At the option of the PGC, failure to provide an acceptable Surety within 30 days will result in cancellation of the contract and the PGC may declare the bidder ineligible on future projects.
- C. Failure to comply with any of the conditions of the contract herein mentioned may result in cancellation of the agreement and claim may be made against the surety or the security for all or part of the damages sustained by such noncompliance.

IX. OPERATOR REFERENCES

After bid opening and prior to awarding the Purchase Order(s), the Commission has the right to request three (3) references (name, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in the project(s).

X. CONTRACT TERM:

- A. The contract term shall begin July 1, 2024 and terminate June 30, 2025.
- B. The following will be "No-Work Days" during the contract period:
 - a. All Saturdays in the months of October, November, December, and January.
 - b. The opening day and all Saturdays during spring turkey season, including the youth spring gobbler hunt.
 - c. The four days of general statewide bear season
 - d. The entire general firearms deer season.
 - e. The opening day of the flintlock muzzleloader season
 - f. Any Sundays approved for hunting by the Commission

The contractor, employees, and sub-contractors may not hunt to, from, or at the job site when the work location is beyond a gated road that is closed to traffic. The contractor may travel to and from the work location on no-work days to check on the condition of equipment.

It is unlawful to be present on State Game Lands from November 15 through December 15 inclusive when not engaged in lawful hunting or trapping and fail to wear a minimum of 250 square inches of daylight fluorescent-orange material on the head, chest, and back combined, or in lieu thereof, a hat of the same colored material. The material shall be worn so it is visible in a 360-degree arc.

XI. PAYMENT TERMS:

- A. Payment shall be on a reimbursement basis for actual lineal feet installed as measured by a Forestry Division employee unless otherwise agreed to by the Commission.

XII. INVOICES

Original invoices must be sent to:

Commonwealth of PA – PO Invoices
P.O.Box 69180
Harrisburg, PA 17106

A copy must be sent to:

Paul S. Weiss
Chief, Forestry Division
Pennsylvania Game Commission
Bureau of Wildlife Habitat Management
2001 Elmerton Avenue
Harrisburg, PA 17110-9797

All invoices must have the Purchase Order Number, as well as the Operator's SAP Vendor Number on the invoice. The name and address listed on the purchase order must also be on each invoice. Failure to provide this information may result in a delay of payment.

XIII. PURCHASE ORDER(S) TERMINATION

The Commonwealth may terminate the Purchase Order(s) for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

Fence Installation Specifications

1. HAZARD TREES

- A. After the location of the fence has been determined, all hazard trees, which are within tree length of the fence, must be felled. Hazard trees are dead and dying trees, split trees, heavily leaning trees, and/or root sprung trees, which are in a position to fall across the fence.
- B. A Forestry Division representative will consult with the vendor to determine which trees are to be considered hazard trees. All trees determined by the Forestry Division to be merchantable may be required to be skid to a landing area assigned by the Forestry Division representative.

2. CLEARING FENCE AREA

- A. It is the responsibility of the contractor to clear and level a path at least six feet wide, but not more than eight feet wide, of all brush, stumps, rocks, or other obstructions.
- B. Obstructions, which in the opinion of the Forestry Division representative will cause greater installation or maintenance problems, may be left in place.
- C. This path will lie outside of the fence and will serve as the access corridor for equipment during installation, serve as a level location for the fence to be erected, and as a maintenance corridor.
- D. Disturbance of the entire perimeter may not be necessary. In those areas where the ground is naturally level, free of stumps, and/or free of rocks, no disturbance will be required.
- E. A bulldozer of the Caterpillar D4 class should be adequate in completing the required fence line clearing.
- F. The contractor will be responsible for, and may be invoiced for, damage to standing trees. Tree damages will be calculated by using the Forestry Division's timber stumpage values for the Region. The stumpage value will then be doubled or tripled depending upon the severity and/or amount of contractor negligence. The severity of negligence will be determined by the Forestry Division representative. The minimum charge for any commercial, non-commercial, merchantable, or non-merchantable tree shall be twenty-five dollars (\$25.00). The Forestry Division will have the final determination in all damage disputes.

3. EROSION AND SEDIMENTATION CONTROL

- A. Equipment will not be operated when ground conditions are such that excessive damage will result.
- B. The contractor will be required to repair areas that become rutted due to work, install waterbars in areas that are of sufficient slope that erosion may occur, and seed and mulch areas that may be prone to erosion and/or sedimentation along the fence line according to the following specifications.

3 lbs per acre - Timothy
5 lbs per acre - White Clover - inoculated
10 lbs per acre - Crimson Clover - inoculated
25 lbs per acre - Wheat

The entire fence path will be seeded with 25 pounds/acre of Wheat.

- C. Small intermittent or perennial streams, adjacent stream banks, or seeps, which are unavoidable, will be cleared by hand. The Forestry Division representative reserves the right to determine which areas are to be cleared by hand.

4. FENCE SUPPORTS

- A. The contractor will erect the fence by fastening the fence to posts or poletimber trees. No trees of a diameter breast height greater than 12 inches will have fasteners driven into them. If trees greater than 12 inches DBH are to be used to secure the fence, alternate means of attachment that does not damage the tree must be used. All trees will be protected by having a 2" x 4" board of sufficient length placed between the fence and the tree and the fence will be attached to the board.
- B. The Forestry Division reserves the right to waive the above attachment rule in instances it determines tree damage is not a consideration.
- C. Posts that must be added to serve as in-line posts must be 4" x 4" treated square posts, four inch round treated posts, or steel posts that weigh two pounds/foot. Line posts are to be ten feet long and placed in the ground at least two feet. Corner posts must be at least a 6" x 6" treated post or five inch round treated post and braced or supported in place. Bracing and/or guy wires may be used to support the corner post(s) but must be sufficient to prevent the post from bending or pulling free of the ground. The Regional Forester may waive this requirement if adverse digging, drilling or driving conditions exist.
- D. All bracing or guy wires outside the fenced area must be clearly marked to prevent a safety hazard to any and all persons.

5. FENCE MATERIALS

- A. The fence will be approximately a seven-foot high fence using two-47 inch rolls or one-eight (8) foot roll of galvanized steel woven wire or fixed knot fencing. Wire fencing materials will have no more than six inches between stay wires and have at least ten graduated line wires. The top and bottom wires will be at least 12-1/2 gauge wire and stay wires will be at least 14-1/2 gauge wire. Products deemed equal may be approved at the discretion of the Chief Forester.

6. FENCE STRETCHING

- A. The finished fence will be seven feet high with approximately a one foot overlap on the ground pulled to the outside of the fenced in area. The fence will be stretched so that the wire is pulled against a corner or turning support. Maximum distance between fence supports will be no greater than 30 feet between posts and 40 feet between trees.

- B. The top and bottom rolls of fence will be fastened to each other every three feet by twisting, tying, or fastening the bottom wire of the top roll to the top wire of the bottom roll. Where a post is used, the top wire of the top roll must be secured to the post. Each roll of fence will be fastened in three places: Top, middle, and bottom. Ties to secure the fence to metal poles will be 14-1/2 gauge galvanized or stainless steel wire ties or other commercially suitable ties. Stainless steel or galvanized hog rings may be used to fasten the top fence to the bottom fence. Twisting the bottom wire of the top fence section and the top wire of the bottom fence section may be used. Ties may also be used to secure the two sections together but must be 14-1/2 gauge stainless steel or galvanized wire. The Forestry Division may specify the point where fence stretching begins. This is to facilitate the driving of deer from the fenced area.

❖ **No aluminum may be used in the installation of the fences.**

7. FASTENERS

- A. Staples will be one and one-half inch galvanized steel. **No staples will be driven into trees.**
- B. The nails used to fasten the 2" x 4" board to the trees have no specifications but must hold the board securely to the tree while the fence is being stretched. The nails used should be long enough to securely hold the 2" x 4" in place and still leave approximately one inch exposed to facilitate eventual removal. Nails used must be larger than #8 common.

8. SECURING FENCE BOTTOM

- A. The fence must be installed so that deer will be unable to crawl under the fence. A one foot overlap on the ground on the outside of the fence will be established. The fence is to be anchored to the ground with stakes or stapled to sound wood every ten feet. Stakes must be driven into the ground 12 inches.
- B. Gaps between the ground and the fence of over three inches in height and six inches in length will be filled with sound wood and the fence will be stapled at the bottom to the wood. Other means may be used if approved by the Forestry Division representative.

9. ACCESS

- A. Walk-through type gates (see attached diagram) will normally be required on all fence projects. Specific numbers of walk-through type gates required for each fence project are indicated on the attached maps. Walk-through gate construction specifications are attached. Locations for these gates will be determined by the Forestry Division representative and with the contractor. All walk-through gates will be primed and painted yellow.
- B. Sixteen-foot wide truck gates may be required for each fence project. The specific number of 16' truck gates required for each fence project is indicated on the attached maps. Gate design must be approved by the Regional Forester.

10. OPERATING AREA

- A. The contractor may operate vehicles on the cleared fence path. Vehicles may not travel into the area to be fenced in without approval of the Forestry Division representative.

11. DEBRIS AND GARBAGE

- A. The contractor will remove all trash and garbage generated during the completing of this contract. This is to include all materials generated from the installation of the fence and items generated from the personal use by the contractor's employees.

12. DEER DRIVE

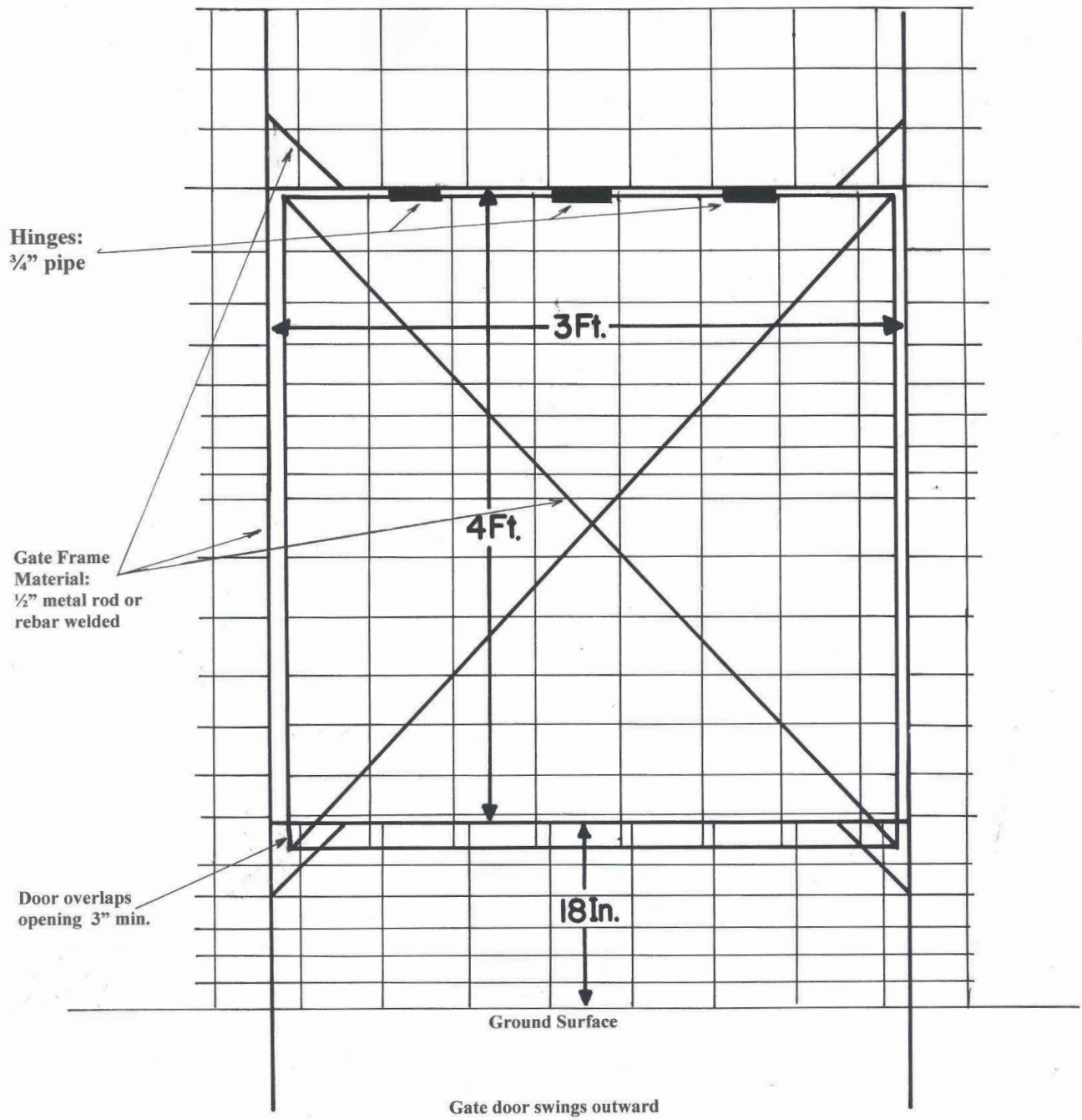
- A. The contractor must drive all deer from the fenced area prior to the closing of the fence. The contractor will notify the Forestry Division representative 48 hours prior to conducting the deer drive. The deer drive must be conducted with a Forestry Division representative on site. The fence will be closed the same day that the deer drive takes place.

13. WORK SCHEDULE

- A. The contractor will notify the Forestry Division representative three days prior to the beginning of each fence. The contractor may work at times other than the schedule of the Forestry Division representative. The contractor may be present at the final inspection.

ATTACHMENT

Walk-through Type Gate



NC	75	Brown's Fork BLK 1&2	6,890	55	3 man gates, 1 truck gate
	75	Yutamark Holler BLK 3&4	4,611	25	3 man gates, 1 truck gate
	89	Craig Fork	6,045	45	3 man gates, 1 truck gate
	89	Spanish Queen	7,865	47	3 man gates, 1 truck gate